

CITY OF KENT
PARKS, RECREATION & COMMUNITY SERVICES
2015 COMMUNITY GARDEN USE AGREEMENT

Garden Plot: _____
Name: _____
Received: _____

The City of Kent Agrees To:

1. Prepare the garden for the upcoming season.
2. Stake out, line and identify all plots by name, number and letter (for all plots that have been rented before opening day). Each plot will be approximately 20' x 20.'
3. Provide the gardener with information and guidelines to successfully participate in the garden program.
4. Provide hoses, access to water, woodchips and a portable restroom during the garden season.
5. Perform limited maintenance and portable restroom service, e.g. emptying compost bin, replenishing chips mid-season if gardeners request it.
6. If gardeners do not regularly turn clippings and other compostable material so they can be returned to the soil, the city will remove them.

I, as a Community Gardener, Agree To:

1. Forfeit my plot if it is not being used by June 1, 2015. My plot may be rented to another party without notification and I will forfeit my plot rental and deposit.
2. Keep my plot free from weeds, trash and other debris.
3. Spread wood chips around my plot and replenish as needed.
4. Keep pathways clear and free of tools, crops or other debris.
5. Use hose nozzles and water cans to help reduce the cost of water.
6. Adhere to organic gardening techniques only. No chemical herbicides or pesticides are allowed.
7. Refrain from the use of power tools of any kind, at the landowner's request.
8. Advise the city and the landowner if I want to order compost delivered or do anything else to the garden that is outside of this agreement.
9. Be a good neighbor.
10. Supply my own seeds, tools and approved organic fertilizers for my plot.
11. If I choose, install a 3' high chicken wire fence (which I will remove at the end of the season) around my plot to keep rabbits out.
12. Put only clippings and other compostable material in the compost bin.
13. Keep trash out of the compost bin.
14. Pack out my trash - I understand there is very limited trash service at the garden.
15. Help turn the compost regularly so it can be used to amend my plot's soil. If I choose not to help turn the compost, I will pack my weeds out along with my trash.
16. Refrain from selling goods grown on the property. All produce must be for personal use only or donated.
17. Keep the city updated on any changes to personal information.
18. Help keep community/common areas free of trash, tools, rocks or other debris.
19. Refrain from harvesting from anyone's plot but my own.
20. Refrain from building any structure that may shade my neighbor's plot.
21. Report theft or behavior that is unacceptable.
22. Keep my pet at home. Per the property owner's request, no pets allowed.
23. Clean out my garden plot(s) of all temporary structures, organic refuse and trash by 2 p.m. October 25, 2015.
24. Forfeit my \$25 deposit if I do not clear my plot(s) by 2 p.m. October 25, 2015.

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Please initial below next to only one statement:

___I agree to allow my contact information be shared with other gardeners for questions regarding my plot.

___I do not agree to allow my contact information be shared with other gardeners for questions regarding my plot.

I ASSUME ALL RISKS AND HAZARDS OF THE CONDUCT OF THE PROGRAM AND RELEASE FROM RESPONSIBILITY ANY PERSON PROVIDING TRANSPORTATION TO AND FROM ACTIVITIES. IN CASE OF INJURY OR DAMAGES, I DO HEREBY RELEASE AND HOLD HARMLESS THE CITY OF KENT, ITS ELECTED AND APPOINTED OFFICIALS AND EMPLOYEES, THE ORGANIZERS, SPONSOR, SUPERVISOR OR ANY VOLUNTEER CONNECTED WITH THE PROGRAM FROM ANY AND ALL CLAIMS, INJURIES, DAMAGES, LOSSES OR SUITS, INCLUDING ATTORNEY FEES, ARISING OUT OF OR IN CONNECTION WITH THE PROGRAM. IN THE ABSENCE OF SIGNATURE, FEES AND PARTICIPATION IN THE PROGRAM SHALL CONSTITUTE ACCEPTANCE OF THE CONDITIONS SET FORTH IN THE RELEASE. I GRANT FULL PERMISSION TO USE ANY PHOTOGRAPHS, VIDEOTAPES, MOTION PICTURES, RECORDINGS OR ANY OTHER RECORD OF THIS PROGRAM FOR ANY CITY OF KENT INFORMATIONAL OR PROMOTIONAL USE. NEITHER THE CITY OF KENT, NOR THE STOREHOUSE AND CANNERY OF KENT ASSUME RESPONSIBILITY FOR ACTS OF VANDALISM OR LOSS OF CROPS DUE TO THEFT.

Applicant's Signature: _____ Date: _____

Applicant's Name (Please Print): _____